

STATE OF SOUTH DAKOTA   )  
  : SS  
COUNTY OF MINNEHAHA    )

IN CIRCUIT COURT  
  
SECOND JUDICIAL CIRCUIT

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EVENTEMPS CORPORATION,

Plaintiff,

vs.

VITALITY V. STRIZHEUS,

Defendant.

---

CIV. \_\_\_\_\_

**SUMMONS**

THE STATE OF SOUTH DAKOTA TO THE ABOVE-NAMED DEFENDANT, GREETINGS:

You are hereby summoned and required to answer the Complaint of the Plaintiff in the above entitled action, a copy of which said Complaint is hereunto annexed and herewith served upon you, and to serve a copy of your Answer to said Complaint upon the subscribers, Davenport, Evans, Hurwitz & Smith, L.L.P., at their office at P.O. Box 1030, 206 West 14th Street, P.O. Box 1030, in the City of Sioux Falls, Minnehaha County, South Dakota, within thirty (30) days after the service of this Summons upon you, exclusive of the day of such service; and you will hereby take notice that in case of your failure to answer said Complaint, judgment by default may be rendered against you as requested in the said Complaint.

Dated at Sioux Falls, South Dakota, this 19<sup>th</sup> day of September, 2019.

DAVENPORT, EVANS, HURWITZ &  
SMITH, L.L.P.



Michael L. Snyder  
206 West 14<sup>th</sup> Street  
PO Box 1030  
Sioux Falls, SD 57101-1030  
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*Attorneys for Plaintiff*

IN CIRCUIT COURT  
SECOND JUDICIAL CIRCUIT

CIV. \_\_\_\_\_

## COMPLAINT

VS.

Defendant.

5. Plaintiff obtained a judgment in the amount of \$386,212.25 and against the Four Percent Group, LLC, which was entered by the United States District Court for the Southern

District of New York, in the matter entitled, *Eventemps Corporation v. The Four Percent Group, LLC*, 1:18-cv-06887-JMF (hereinafter “the Judgment”).

6. An authenticated copy of the Judgment was domesticated in South Dakota pursuant to SDCL 15-16A-1 *et seq.*, on or about September 13, 2018.

7. To date, the Judgement remains unsatisfied.

8. Defendant, on behalf of the Four Percent Group, LLC, executed a Judgment Collection and Forbearance Agreement (hereinafter “the Agreement”) with Plaintiff on July 10, 2019. A true and correct copy of the Agreement is attached hereto as Exhibit 1.

9. Attached to the Agreement as Exhibit A is a Secured Guaranty (hereinafter “the Guaranty”) executed by Defendant and in favor of Plaintiff, pursuant to which Defendant personally and unconditionally guaranteed payment and performance of all liabilities, debts, obligations, and duties of the Four Percent Group, LLC, under the Agreement.

10. The Four Percent Group, LLC is in default of the Agreement for failure to make the required payments.

11. Payment has been demanded from Defendant, but he has failed and refused, and continues to fail and refuse, to make payment of the sums due pursuant to the Agreement and the Guaranty.

12. As of September 19, 2019, Defendant owes Plaintiff \$380,951.58 pursuant to the Agreement, and with interest continuing to accrue at the statutory rate of ten percent (10%) per annum.


13. Plaintiff is entitled to an award of its attorneys’ fees incurred herein pursuant to South Dakota law and the provisions in the Agreement and the Guaranty.

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- a. For Judgment against Defendant, Vitality V. Strizheus, in the sum of \$380,951.58, plus interest continuing to accrue as set forth herein.
- b. For Plaintiff's costs, disbursements, and attorneys' fees herein.
- c. For such other, further, or different relief as the Court may deem just, proper, and equitable.

Dated at Sioux Falls, South Dakota, this 19<sup>th</sup> day of September, 2019.

DAVENPORT, EVANS, HURWITZ &  
SMITH, L.L.P.



Michael L. Snyder  
206 West 14<sup>th</sup> Street  
PO Box 1030  
Sioux Falls, SD 57101-1030  
Telephone: (605) 336-2880  
Facsimile: (605) 335-3639  
*Attorneys for Plaintiff*

## JUDGMENT COLLECTION FORBEARANCE AGREEMENT

THIS JUDGMENT COLLECTION FORBEARANCE AGREEMENT ("Agreement") is made and entered into as of the 10<sup>th</sup> day of July, 2019, by and between EVENTEMPS CORPORATION ("Eventemps"), and THE FOUR PERCENT GROUP, LLC ("Debtor").

WHEREAS, Eventemps obtained a Judgment in the United States District Court for the Southern District of New York against Debtor in the sum of \$386,212.25, plus post-judgment interest, which Eventemps domesticated in South Dakota on or about September 13, 2018, in an action captioned *Eventemps Corporation v. the Four Percent Group, LLC*, in the Second Judicial Circuit Court in and for Minnehaha County, South Dakota (the "Judgment"); and

WHEREAS, the parties stipulate and agree the indebtedness due and owing under the Judgment by Debtor to Eventemps as of July 1, 2019, is \$410,000.00, plus interest continuing to accrue on the Judgment at the statutory rate of ten percent (10%) per annum (the "Judgment Debt"); and

WHEREAS, Eventemps has agreed to forbear collection efforts in connection with the Judgment in consideration of certain payments to be made by Debtor and the other terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby conclusively acknowledged, the parties agree as follows:

1. Forbearance by Eventemps. Subject to the terms and conditions of this Agreement and conditioned on Debtor's compliance therewith, Eventemps agrees that it shall take all necessary steps for its garnishment efforts on Debtor's bank accounts to be withdrawn. In the event Debtor defaults by failing to meet his obligations under this Agreement, Eventemps's agreement to forbear exercise of its collection remedies shall terminate and Eventemps shall have any and all rights and remedies available to it under this Agreement and applicable law to collect upon the then-remaining Judgment Debt.

2. Eventemps' California Post-Judgment Discovery Excluded. Debtor acknowledges and agrees Eventemps' post-judgment discovery proceedings pending in California are expressly excluded from Eventemps' agreement to forbear exercise of its collection remedies.

3. Debtor's Acknowledgment of Judgment Debt. Debtor acknowledges and agrees that the Judgment Debt due to Eventemps, as of July 1, 2019, is \$410,000.00, with interest continuing to accrue on the Judgment at the statutory rate of ten percent (10%) per annum thereafter.

4. Affirmative Covenants. In consideration of Eventemps's forbearance from exercising its collection remedies, Debtor hereby agrees as follows:

- a. Debtor shall make a \$10,000 payment to Eventemps on or before July 15, 2019;



- b. Debtor shall make a \$10,000 payment to Eventemps on or before August 15, 2019;
- c. Debtor shall make a \$60,000 payment to Eventemps on or before September 15, 2019;
- d. Debtor shall make nine (9) monthly payments in the amount of \$35,000 each to Eventemps on the 15<sup>th</sup> day of each month, commencing on October 2019, and continuing thereafter through June 2020;
- e. Debtor shall make a \$15,000 payment to Eventemps on or before July 15, 2020;
- f. All payments are to be made via wire transfer as follows:

JP Morgan Chase  
 31 W. Main Street, Babylon, NY 11702  
 ABA Number: 021000021  
 Account Number: 016500709065  
 For credit to Event Temps Corporation d/b/a Strategic Event Design

- g. Debtor shall send a payment confirmation e-mail to counsel for Eventemps on the day each payment is made;
- h. Debtor's final payment(s) will be reduced by any payments made by third-parties on its behalf to Eventemps;
- i. Debtor shall reimburse Eventemps for all its reasonable costs and fees incurred in procuring this Agreement and all other documents necessary to obtain any personal guaranty, security interest, and/or mortgage in security of this Agreement, such total sum not to exceed \$6,000.00. This reimbursement shall be made in four equal payments which shall be paid in addition to and at the same time as the monthly payments set forth above due on or before September 15, 2019, October 15, 2019, November 15, 2019, and December 15, 2019; and
- j. Upon Debtor's full payment of the Judgment Debt, Eventemps will file a Satisfaction of Judgment with the Court.

5. Events of Default. The failure of Debtor to perform or observe any of the terms or conditions of this Agreement shall constitute an event of default hereunder.

6. Remedies Upon Default. If an event of default occurs, Eventemps may declare all liabilities of Debtor immediately due and payable in full. Eventemps shall be entitled to recover all legal costs and disbursements, including reasonable attorney's fees, incurred by Eventemps in enforcing its rights and remedies. The failure or forbearance of Eventemps to exercise any remedy upon the occurrence of an event of default shall not be deemed to constitute a waiver of any such right or remedy with respect to said default or with respect to any future default.

7. Secured Guaranty. Vitality V. Strizheus ("Strizheus"), hereby agrees execute the Secured Guaranty attached hereto as Exhibit A.

8. General Provisions.

- (a) Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- (b) Captions. The captions and titles utilized in this Agreement are for convenience of reference only, and shall not be deemed to define or limit any of the terms, conditions, or provisions of this Agreement.
- (c) Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Debtor, Strizheus and Eventemps agree that any dispute arising out of or relating to this Agreement shall be venued exclusively in the state courts of Minnehaha County, South Dakota and that no right to a trial by jury shall exist with respect to any such dispute.
- (d) Construction of Agreement. All parties to this Agreement were represented by counsel in the negotiation and drafting hereof; accordingly, in the event of a dispute over its terms, the Agreement shall not be construed against one of the parties hereto.

[Signature pages follow]

Dated and executed this 10th day of July, 2019.

EVENTEMPS CORPORATION

By: 

Its: Founder & President



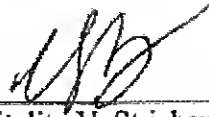
Dated and executed this 10<sup>th</sup> day of July, 2019.

THE FOUR PERCENT GROUP

By: \_\_\_\_\_

Its: CEO\_\_\_\_\_

Dated and executed this 10 day of July, 2019.

  
\_\_\_\_\_  
Vitality V. Strizheus

## EXHIBIT A – SECURED GUARANTY

THIS GUARANTY is made as of the 10<sup>th</sup> day of July, 2019, by Vitality V. Strizheus ("Guarantor"), to and for the benefit of Eventemps Corporation ("Eventemps").

WHEREAS, Eventemps proposes to enter the foregoing Judgment Collection Forbearance Agreement (the "Agreement") with The Four Percent Group, LLC ("Debtor").

WHEREAS, Guarantor, whose address is 615 North Shawnee Avenue, Sioux Falls, SD, 57103, is Debtor's registered agent and managing member. Guarantor acknowledges and agrees this Secured Guaranty is necessary to induce Eventemps to enter into the foregoing Agreement, and that Eventemps would not enter into the Agreement with Debtor but for this Secured Guaranty.

NOW, THEREFORE, in consideration of the premises recited above, and of other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged by the Guarantor; and for the purpose of inducing Eventemps for forbear exercise of its collection remedies against Debtor, the Guarantor:

1. Unconditionally and absolutely guarantees the payment and performance of and agrees to pay and perform as obligor for each of the liabilities, debts, obligations, and duties of Debtor under the Agreement, including but not limited to the due and punctual payment of the payment schedule set forth in in paragraph 4 (Affirmative Covenants) of the Agreement (the "Obligations").

2. Agrees that this Secured Guaranty shall be a continuing guaranty, shall be binding upon the Guarantor, and upon his heirs, administrators, legal representatives and assigns, and shall remain in full force and effect, and shall not be discharged, impaired or affected by (a) the existence or continuance of any of the Obligations; (b) the validity or invalidity of any document or agreement evidencing the Obligations or any of them; (c) any defense (excluding actions taken under Title 11 of the United States Code) whatsoever that Debtor may or might have to the payment or to the performance or observance of any of the Obligations; (d) any limitation or exculpation of liability on the part of the Debtor; (e) the existence or continuance of the Debtor as a legal entity; (f) any sale, pledge, surrender, indulgence, alteration, substitution, exchange, change in, modification or other disposition of any of the Obligations, all of which Eventemps is hereby expressly authorized to make from time to time without notice to the Guarantor; (g) the acceptance by Eventemps of any security for, or other guarantors upon, all or any part of the Obligations; (h) any failure, neglect or omission on the part of Eventemps to realize or protect any of the Obligations, or any collateral or security therefor, or to exercise any lien upon or right or appropriation of any moneys, credits or property of Debtor toward the liquidation of the Obligations, or by any application of payments or credits thereon; or (i) any defense (other than the payment or performance of the Obligations in accordance with their terms or actions taken under Title 11 of the United States Code) that the Guarantor may or might have to his undertakings, liabilities and obligations hereunder, each and every such defense being hereby waived by the Guarantor.

Eventemps shall have the exclusive right to determine how, when and what application of payments and credits, if any, shall be made on the Obligations, or any part thereof. In order to hold the Guarantor liable hereunder, there shall be no obligation on the part of Eventemps, or anyone, at any time, to proceed against Debtor, its properties or estates, or to proceed against any other guarantor, or to resort to any collateral, security, property, liens or other rights or remedies whatsoever.

3. Agrees that Eventemps shall have the right to enforce this Guaranty against the Guarantor for and to the full amount of the Obligations, with or without enforcing or attempting to enforce this Secured Guaranty against any other guarantor, and whether or not other proceedings or steps are pending or have been taken or have been concluded to enforce or otherwise realize upon the obligation or security of Debtor or any other guarantor. The payment of any amount or amounts by the Guarantor, pursuant to his obligation hereunder, shall not entitle the Guarantor, either at law or otherwise, to any right, title or interest (whether by way of subrogation or otherwise) in and to any of the Obligations, or any principal or interest payments theretofore, then or thereafter at any time made by the Debtor on the Obligations, or made by anyone on behalf of the Debtor, or in and to any security therefor, unless and until the full amount of the Obligations has been fully paid.

4. Waives diligence, presentment, protest, notice of dishonor, demand for payment, extension of time of payment, notice of acceptance of this Secured Guaranty, nonpayment at maturity and indulgences and notices of every kind, and consent to any and all forbearance and extensions of the time of payment of the Obligations, and further consents to any and all changes in the terms, covenants and conditions thereof hereafter made or granted and to any and all substitutions, exchanges or releases of all or any part of the collateral therefor; it being the intention that the Guarantor shall remain liable as principal as to and until the unpaid amounts due under the Obligations, with interest thereon as specified in the Agreement, shall have been fully repaid to Eventemps and the terms, covenants and conditions thereof shall have been fully performed and observed by Debtor, notwithstanding any act, omission or thing which might otherwise operate as a legal or equitable discharge of the Guarantor.

5. Agrees that Eventemps may, without any notice whatsoever, sell, assign or transfer all or any part of the Obligations, or grant participations in the Obligations, and in any and every such event, each and every immediate and successive assignee, transferee, holder of or participant in all or any part of the Obligations shall have the right to enforce this Guaranty as fully as if such assignee, transferee, holder or participant were herein by name specifically given such rights, powers and benefits.

6. Agrees that in the event this Secured Guaranty is placed in the hands of an attorney for enforcement due to nonpayment by Debtor or Guarantor, the Guarantor will reimburse Eventemps for all its expenses incurred, including reasonable attorneys' fees.

7. Agrees that this Secured Guaranty shall inure to the benefit of and may be enforced by Eventemps and its successors and assigns, and shall be binding upon and enforceable against the Guarantor and his legal representatives or assigns.

8. Acknowledges that Eventemps may receive or may have received guarantees from other persons, guaranteeing full performance of the Obligations and agrees,

notwithstanding that fact, that all of the obligations of Guarantor hereunder are joint and several, with Eventemps having the right to proceed directly against Guarantor for full performance of all of the Obligations, notwithstanding the existence of other guarantors with respect to the Obligations. Any such joint and several liability would be limited as allowed by Paragraph 4(h) of the Agreement.


9. Agrees to provide a first-position lien in favor of Eventemps over good collateral in the amount of \$150,000.00 to secure payment of this Secured Guaranty. Guarantor further agrees Eventemps may apply such security and direct the order or manner of sale thereof, except to the extent that Eventemps must attempt execution on collateral other than Guarantor's primary residence located at 615 North Shawnee Avenue, Sioux Falls, SD, 57103, prior to any attempts to compel the disposition of said primary residence.

Guarantor shall promptly identify such sufficient and good collateral and provide Eventemps proof of ownership and the existence and amounts of any liens or encumbrances on said collateral, if any, and to execute any and all security agreements, mortgages, or deeds of trust in favor of Eventemps necessary to secure the payment of this Secured Guaranty.

10. The parties hereto agree that this Guaranty shall be governed by the laws of the State of South Dakota, that any dispute arising out of or relating thereto shall be resolved in the state courts of Minnehaha County, South Dakota and that any right to a trial by jury with respect to such dispute is hereby waived.

[Signature page to follow]

Dated and executed this 10 day of July, 2019.

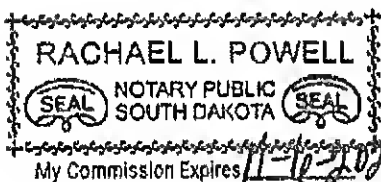
  
Vitality V. Strizheus  
Guarantor

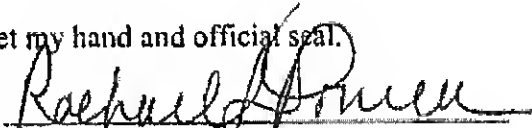
STATE OF SOUTH DAKOTA )

COUNTY OF Lincoln : ss

On this the 10<sup>th</sup> day of July, 2019 before me, the undersigned officer, personally appeared Vitality V. Strizheus known to me or satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



  
Notary Public, South Dakota

My Commission expires: 11-6-2024